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5 Attorney for Debtor(s)

6 **IN THE UNITED STATES BANKRUPTCY COURT**
 7 **FOR THE DISTRICT OF MONTANA**

9 In re:

10 Case No. 15-60469-13

11 Russell G. Cassett,

12 Debtor(s).

14 **SECOND AMENDED CHAPTER 13 PLAN Dated October 22, 2015**

15 1. The future earnings and other income of the debtor(s) are submitted to the supervision and control
 16 of the Chapter 13 Standing Trustee as necessary for the execution of this plan, and debtor(s) shall pay to the
 17 Trustee the sum of \$ 420.00 each month for months 1 – 3 (June through August 2015); \$430.00 per
 18 month for months 4 – 5 (September 2015 through October 2015); \$460.00 per month for months 6 through
 19 60 (November 2015 through May 2020); for a total term of 60 months, or until all of the provisions
 of this Plan have been completed. Plan Payments shall commence within thirty (30) days following the filing
 of the Plan. The Debtor(s) shall make payments directly to the Trustee until their wage deductions begin.

20 2. From the payments so received, the Trustee shall make disbursements as follows:

21 (a) ADMINISTRATIVE CLAIMS. The Trustee shall pay those claims, fees or charges specified in
 11 U.S.C. Section 507(a)(2), including the debtor's attorney fees and costs in such amount as may be allowed
 by the Court. As of the date of this plan, Debtor's counsel estimates that total attorney fees and costs for
 representation of Debtor (excluding the fee for filing the Debtor's petition) will be as follows:

Estimated total attorney fees:	\$ 3,500.00 *
Estimated total costs:	\$ 200.00
Total estimated attorney fees and costs:	\$ 3,700.00
Less retainer:	\$ 1,200.00

27 **TOTAL FEES AND COSTS TO BE PAID THROUGH THE PLAN: \$ 2,500.00**

* If this figure differs from the Disclosure of Compensation originally filed by the Debtor's attorney, said Disclosure must be amended simultaneously with the filing of this plan, or amended as provided in F.R.B.P. 2016(b).

(b) IMPAIRED SECURED CLAIMS. After payments provided for above, the Trustee shall pay allowed secured claims, as determined pursuant to 11 U.S.C. Section 506(a), together with interest at the rate prescribed below from the date of confirmation, on a pro rata basis, as follows:

<u>Name of Creditor</u>	<u>Claim Number</u>	<u>Allowed Secured Claim</u>	<u>Rate of Interest</u>
N/A			

(* This figure is the lesser of the total amount of the debt owing to the creditor or the value of the collateral securing said debt.)

Secured creditors shall retain their liens as provided by 11 U.S.C. Section 1325(a)(5)(B). In order for any unsecured deficiency to be allowed and paid, a proof of claim must be filed pursuant to Montana's Local Bankruptcy Rules.

(c) UNIMPAIRED SECURED CLAIMS. The following secured creditors, whose claims will be left unimpaired by this plan, are not provided for by this plan and shall receive no payments through the trustee except with regard to those arrearages specified below, if any:

<u>Name of Creditor</u>	<u>Description of Collateral</u>
Seterus	Home at 1264 Calamity Jane Blvd, Billings, MT 59105

Debtors will continue to pay these creditors directly, outside of the Chapter 13 Plan.

Concurrently with the payments on impaired claims specified above, the following arrearages on unimpaired secured claims, if any, shall be paid through the Trustee on a pro rata basis until the same have been paid in full:

<u>Name of Creditor</u>	<u>Amount of Arrearage</u>
Seterus	\$12,694.88

Upon completion of the Plan, all prepetition arrearages provided for by this Plan shall be deemed current.

(d) DOMESTIC SUPPORT OBLIGATIONS. After the payments provided for above, the Trustee shall pay all allowed prepetition domestic support obligations. Such allowed claims for prepetition domestic support obligations shall be paid in full under this Plan, without interest (unless otherwise provided).

<u>Creditor</u>	<u>Complete Address</u>	<u>Claim Amount</u>
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1 **None.**

2 (e) **PRIORITY CLAIMS.** After payments provided for above, the Trustee shall pay allowed claims
 3 entitled to priority in such order as specified in 11 U.S.C. Section 507.

4 (f) **GENERAL UNSECURED CLAIMS.** After the payments specified above, the Trustee shall pay
 5 dividends, to the extent possible, to allowed unsecured, nonpriority claims on a pro rata basis.

6 (G) **LIQUIDATION ANALYSIS.** The total amount distributed under paragraphs 2.(e) and (f) will
 7 be at least \$ 4,665.00, which exceeds what would be available to pay unsecured claims if the debtor's
 8 estate was liquidated under Chapter 7 of the Bankruptcy Code. A discharge will not be entered by the Court
 until said sum has been distributed, or until all allowed unsecured claims have been paid in full, whichever is
 less.

9 3. **REJECTION OF CONTRACTS OR LEASES.** The debtor(s) rejects the following executory contracts
 10 and unexpired leases, and shall surrender property subject to such contracts or leases:

Type of Agreement	Date of Agreement	Other Party to Contract
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11 **None**

12 All other contracts and unexpired leases shall be affirmed.

13 4. **SURRENDER OF PROPERTY.** The debtor(s) surrenders any and all interest in the following described
 14 collateral to the stated secured creditor in full satisfaction of the creditor's allowed secured claim. In order
 15 for any unsecured deficiency to be allowed and paid under this Plan, a proof of claim must be filed pursuant to
 16 Montana's Local Bankruptcy Rules.

Secured Creditor	Description of Collateral
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17 **None.**

18 5. **POSTPETITION SECURED DEBT:** Debtor(s) reserves the right to incur postpetition secured debts,
 19 upon prior written approval of the Trustee, for items necessary to debtor(s) performance under this plan.

20 6. **REPORT OF CHAGES IN INCOME:** The Debtor(s) shall commit all projected disposable income to the
 21 Plan for the applicable commitment period and shall report any changes in income in excess of \$300.00 per
 22 month to the trustee.

23 7. **OTHER PROVISIONS:**

24 None

25 8. **DECLARATIONS:** Under penalty of perjury Debtor(s) affirms that all federal and state income,
 26 employment and other tax returns due as of the date of this plan have been filed with the appropriate agency,
 27 and that postpetition payments due on all domestic support obligations have been paid through the date of
 this Plan.

1 9. **EFFECTS OF CONFIRMATION:** Upon confirmation of this plan, all issues that have been or could
2 have been decided involving any creditors are *res judicata*, and Debtor(s) reserves all rights under applicable
3 federal and state law with regard to those issues, including rights under 11 U.S.C. Section 524(i). Debtor(s)
4 specifically reserves all rights under 11 U.S.C. Section 524(i), including the right to ensure that all
5 postpetition mortgage payments be applied and credited to Debtor's mortgage account as if the account were
6 current and no prepetition default existed.

10. PREVIOUS BANKRUPTCIES, AND DISCHARGE: (Check one)

11. INCOME TAX REFUNDS: (Check one)

- 11 Debtor(s) projects no income tax refunds during the term of this plan. As a result, no income tax
12 refunds will be turned over to the trustee.

13 Debtor(s) projects income tax refunds during the term of this plan. During the applicable
14 commitment period of the plan, as defined in 11 U.S.C. Section 1325(b)(4), Debtor(s) will turn over
15 to the trustee all net income tax refunds.

16 Debtor(s) projects income tax refunds during the term of this plan, and such tax refunds are
17 included in the Debtor's budget.

DATED this 22nd day of October , 2015.

/S/ Russell G. Cassett
Debtor

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of October, 2015, a true and correct copy of the foregoing SECOND AMENDED CHAPTER 13 PLAN DATED October 22, 2015, was mailed to the following:

See attached mailing matrix.

/S/ Ralph W. Wilkerson
Ralph W. Wilkerson

Label Matrix for local noticing

0977-2

Case 15-60469-RBK

U.S. Bankruptcy Court, District of Montana

Butte

Thu Oct 22 18:53:12 MDT 2015

Billings Clinic Home Oxygen

801 N. 27th Street

Billings, MT 59101-1116

U.S. Bankruptcy Court, District of MT

Room 263 Federal Building

400 North Main

Butte, MT 59701-8866

Billings Clinic

P.O. Box 35100

Billings, MT 59107-5100

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End of Label Matrix

Mailable recipients 23

Bypassed recipients 0

Total 23